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Sample [Interagency Cooperative](#) Agreement (Attachment A)

COOPERATIVE AGREEMENT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

And

SCHOOL DISTRICT ADMINISTRATIVE CLAIMING THROUGH THE MO HEALTHNET PROGRAM

STATEMENT OF PURPOSE

The Missouri Department of Social Services (DSS) through its MO HealthNet Division (MHD) and the School District, in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis and Treatment (EPSDT) a.k.a. in the state as Healthy Children and Youth ([HCY](#)), hereby agree to the conditions included in the Cooperative Agreement. The provision of the School District Administrative Claiming (SDAC) Program by the school district has been determined to be an effective method of assuring the availability, accessibility and coordination of required health care resources to MO HealthNet eligible children residing within the boundaries of the district.

The ~~DSS/MHD Department of Social Services, MO HealthNet Division (MHD)~~ recognizes the unique relationship that the school district has with EPSDT/HCY eligible participants and their families. It further recognizes the expertise of the school district in identifying and assessing the health care needs of MO HealthNet eligible and potentially eligible participants and in planning, coordinating and monitoring the delivery of preventive and treatment services to meet their needs. DSS, in order to take advantage of this expertise and relationship, enters into this cooperative agreement with the school district for SDAC.

The ~~Department of Social Services, MO HealthNet Division (MHD)~~ DSS/MHD recognizes the school district as the most suitable agent to administer outreach, referral and coordination through SDAC for its MO HealthNet and potentially MO HealthNet eligible participants and their families.

The ~~DSS Department of Social Services~~ and the school district enter into this Cooperative Agreement with full recognition of all other existing agreements which the Department may have developed for services to Title XIX eligible

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participants living within the [school](#) district's boundaries and which are currently included in the Title XIX State Plan.

I MUTUAL OBJECTIVES

1. Assure that all Title XIX eligible participants under the age of 21 and their families are informed of the EPSDT/HCY benefits and how to access them.
2. Assure that assistance is provided to children and their families in determining their eligibility for participation in the MO HealthNet program.
3. Assure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.
4. Assure that services are of sufficient amount, duration and scope to correct or ameliorate the condition for which they were determined to be medically necessary.
5. Assure that services provided by appropriate MO HealthNet enrolled providers for the correction or amelioration of conditions identified through a full, partial, or inter-periodic EPSDT/HCY screen are claimed for reimbursement.
6. All terms of this Agreement and procedures adhere with [OMB Circular A872 CFR 200](#).

II RESPECTIVE RESPONSIBILITIES

The Department of Social Services Agrees to:

1. Reimburse the school district the Title XIX federal share of actual and reasonable costs for EPSDT administrative activities provided by staff based upon a time-accounting system which is in accordance with the provisions of [OMB Circular A872 CFR 200](#) and 45 CFR parts 74 and 95; expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. Changes in federal regulations affecting the matching percentage and/or costs eligible for administrative match, which become effective

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subsequent to the execution of this agreement, will be applied as provided in the regulations. Upon receiving each quarterly [invoiceclaim](#) DSS will draw down and make payments to the school district the amount equal to the appropriate Federal Financial Participation (FFP) for all [invoicessclaims](#) submitted, less DSS administrative costs associated with administration of this program.

2. Provide the school district access to the information necessary to properly provide the SDAC activities. Program requirements are accessible through the "MO HealthNet School District Administrative Claiming Guide" available on the Internet at <http://www.dss.mo.gov/mhd/providers/index.htm>, under Provider Manuals.
3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the school district. This includes claim reviews upon receipt and post payment reviews.
4. Provide training and technical assistance to staff of the school district regarding the responsibilities assumed within the terms of this agreement.
5. Conduct in service training sessions, either directly or through its designee, for participating school districts on an annual basis.
6. Provide directly through DSS/MHD necessary consultation to the school district on issues related to this agreement as needed by the school district.
7. Accept federally approved "Indirect Cost Allocation and Certification Summary" on file at DESE as official indirect cost allocation plan to be used in calculating amount of payment due.

The School District agrees to:

1. Assist the [DSS/MHD](#)~~Department of Social Services, MO HealthNet Division (MHD)~~ by promoting the availability of MO HealthNet covered health services and improving students' access to those services. The following activities have been identified as appropriate:

Outreach to Children/Families to Access the MO HealthNet program.

-Performing specific activities to inform eligible individuals about MO HealthNet benefits and how to access the program. Information includes a combination of oral and written methods that describe the range of services available through MO HealthNet.

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Facilitating An Application for the MO HealthNet program

Assisting children and families in establishing MO HealthNet eligibility, by making referrals to the Family Support Division for eligibility determination, assisting the applicant in the completion of the MO HealthNet application forms, collecting information, and assisting in reporting any required changes affecting eligibility.

Program Planning, Policy Development, and Interagency Coordination Related to MO HealthNet Division

Performing activities associated with the development of strategies to improve the coordination and delivery of MO HealthNet covered medical/dental/mental health services to school age children, and performing collaborative activities with other agencies and/or providers.

Referral, Coordination, And Monitoring Of Health Care Services

Making referrals for, coordinating, and/or monitoring the delivery of medical (MO HealthNet program) services.

2. Provide to DSS/MHD for approval within 30 days of signature, the written methodology which meets the criteria as outlined in the "MO HealthNet School District Administrative Claiming Guide" for the following requirements:
 - Determination of the direct cost pool expenses
 - ~~Provider Participation Rate (PPR)~~
 - Verification of MO HealthNet eligibility
3. Complete and maintain all Random Moment Sampling observation forms within required timeframes to determine the percentage of staff time providing SDAC School District Administrative Claiming reimbursable activities in accordance with the provisions of OMB Circular A-872 CFR 200 and 45 CFR parts 74 and 95.
4. Provide to DSS/MHD or its designee a personnel roster for the sample pool that is updated prior to the start of each calendar quarter. This sample pool must be finalized before the beginning of each calendar quarter and will not be modified thereafter. Staff may be added to the sample pool for the quarter during the prior quarter and up to the close date set by the state agency or its designee.
5. Provide and maintain, individually or through its agent, a student data file that is updated annually. Submit this student data file electronically in the

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format prescribed in the "MO HealthNet School District Administrative Claiming Guide" by September 30th each year to determine the MO HealthNet eligibility rate. Provide the eligibility rate document with each quarterly invoice.

6. Provide and maintain, individually or through its agent, a cost pool data file of all eligible employees' salaries and benefits that is updated on a quarterly basis. Assure personnel roster does not include staff who are 100% federally funded or do not regularly perform SDAC claimable activities as outlined in the "MO HealthNet School District Administrative Claiming Guide".

~~Provide and maintain, individually or through its agent, a provider participation rate (PPR) file that is updated on a quarterly basis. The provider participation rate file is a data file of all providers (MO HealthNet and non-MO HealthNet) that the district referred students to for any and all medical services and is matched to the MO HealthNet enrolled provider file.~~

7. Provide, either directly or through its agent, a quarterly invoice to the ~~DSS/MHD~~ Department of Social Services, MO HealthNet Division (MHD) or its designee in the manner outlined and prescribed in the "MO HealthNet School District Administrative Claiming Guide" available on the Internet at <http://www.dss.mo.gov/mhd/providers/index.htm>, under Provider Manuals.
8. Provide to the DSS/MHD the information necessary for the MO HealthNet Division to request federal funds available under the state MO HealthNet match rates.
9. Maintain the confidentiality of participant records and eligibility information received from DSS/MHD and use that information only in the administrative, technical assistance and coordination of the SDAC program.
10. Certify to DSS the provisions of the total expenditures for SDAC via completion of MHD "Certification of State Expenditures" form on a quarterly basis with each submitted invoice.
11. Provide DSS or its designee with requested documentation to support claims submitted by or on behalf of the school district for invoice and post payment reviews. Non-receipt of required documentation may result in non-payment of current and future invoices and potential recoupment of paid invoices in which documentation is not received to substantiate the invoice.

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12. Submit revised invoices based on findings identified by DSS or its designee through invoice and post payment reviews adhering to timely filing requirements.
13. Accept responsibility for any disallowance and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS any federal funds that are deferred and/or ultimately disallowed arising from the administrative claims submitted by DSS on behalf of the school district.
14. Consult with the MO HealthNet Division on issues arising out of this agreement.
15. Conduct all activities recognizing the authority of the state MO HealthNet agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
16. Maintain all necessary information for a minimum of five (5) years to support the claims and provide Centers for Medicare and Medicaid Services (CMS) any necessary data for auditing purposes
17. Invoices from participating schools requesting MO HealthNet reimbursement must be filed by the school or its agent and must be received by the state agency or its designee immediately following the quarter in which the expenditure was made but no later than within 12 months after the expenditure of the date of service. The counting of the 12 month time limit begins with the last day of the calendar quarter in which the expenditure was made. ~~date of service and ends with the date of receipt. The date of service is considered the first day of the calendar quarter immediately following the quarter in which the expenditure was made.~~ Invoices ~~not submitted, or determined~~ incomplete or inaccurate or outside in a the timely limit manner as described in this section, will be denied.

III PROGRAM DESCRIPTION

SDAC activities provide for the efficient operation of the Medicaid state plan. These activities aid the potential MO HealthNet eligible participant to gain eligibility, access screening services, follow-up on referrals to additional medical providers, follow through on recommendations and assist the family in becoming able to meet its child's needs in such a way that they are able to function at an optimal level with minimal intervention.



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The MO HealthNet Division is committed to the least restrictive method of treatment for children and will maintain this as a priority.

IV TERMS OF THIS AGREEMENT

The period of this Cooperative Agreement shall begin (START DATE). This agreement may be canceled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect. Failure to submit any claims for 24 consecutive months will result in the termination of this agreement by DSS/MHD.

(Director's Name), Director Date
Department of Social Services MO HealthNet Division

(DO NOT SIGN) Date
Superintendent